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Dated: April 27, 2011

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

11-08093

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Scott Ashley Miller and Vanessa Victoria Miller
Debtors.

HSBC Bank USA, National Association, as Trustee
for the holders of Deutsche Alt-A Securities
Mortgage Loan Trust, Series 2007-BAR1

Movant,

vs.

Scott Ashley Miller and Vanessa Victoria Miller,
Debtors, Roger W. Brown, Trustee.

Respondents.

No. 2:11-BK-04769-GBN

Chapter 7

ORDER

(Related to Docket #14)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated November 22, 2006 and recorded in the office of
3 the Maricopa County Recorder wherein HSBC Bank USA, National Association, as Trustee for the
4 holders of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-BAR1 is the current beneficiary
5 and Scott Ashley Miller and Vanessa Victoria Miller have an interest in, further described as:

6 LOT 1742, TEMPE GARDENS SIXTEEN, ACCORDING TO THE PLAT OF RECORD IN
7 THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,
8 RECORDED IN BOOK 161 OF MAPS, PAGE 48.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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